

District Attorney Marc Bennett
18th Judicial District of Kansas



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For Immediate Release, May 1, 2024

WICHITA, KAN. – A Wichita construction and home remodeling business and its owner have entered into a consent judgment with the Office of the District Attorney. The District Attorney's Consumer Protection Division investigated Juan Guzman, doing business as Guzman Construction, after receiving a consumer complaint.

The Consumer Protection Division of the District Attorney's Office alleged Guzman violated the Kansas Consumer Protection Act (KCPA) by failing to provide the impacted consumer with a material benefit. Guzman contracted to build an enclosed deck for the consumer, but failed to do so after accepting a down payment.

Guzman admitted to violating the KCPA and entered into a consent judgment to settle the matter. As part of the agreement, he agreed to pay \$15,800 in restitution to the consumer. The court assessed a \$10,000.00 civil penalty, along with additional investigative expenses, and court costs. As part of the consent judgment, Guzman promised not to perform or contract for any work that he does not have the requisite license or skill to perform, and to obtain all required permits for work prior to starting. In addition, Guzman agreed he will cooperate with the investigation of any future complaints. The consent judgment included an injunction against engaging in deceptive or unconscionable acts in the future. Guzman agreed to a 40-month probationary period with the Consumer Protection Division.

The District Attorney reminds residents that contractors for many residential projects are required to be licensed by the Metropolitan Area Building and Construction Department (MABCD). Many types of home projects also require permits and inspections. Anyone engaging in door-to-door sales or offering their services outside of their place of business is also required to provide customers a specific notice both orally and in writing that informs consumers they can cancel the contract within three (3) days. The requirements are located in K.S.A. 50-640. The District Attorney also cautions against paying significant amounts of money up front for home improvement projects before receiving the goods and services covered by the contract. If paying by cash, a consumer should require a detailed receipt because it is difficult to prove cash payments occurred without a receipt. If paying with a credit card and an issue arises, a consumer can dispute the charge with the credit card provider if the supplier fails to deliver the goods or services. This can provide an additional level of protection.

The consent judgment was approved on April 24, 2024, by Judge Faith Johnson. The case was investigated by Bill Felix with the Office of the District Attorney.

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